

COSTILLA MEADOWS
Protective Covenants# 244460
1:04
08-08-00

TO ALL INTERESTED PARTIES:

The Costilla Meadows Land Owners Association is a non-profit organization that was filed with the New Mexico Office of Public Regulation Commission on November 12, 1999. The subdivision is located in Taos County and known as Costilla Meadows. Manchester Trust has been dissolved as a Corporation and individual owners own the majority of the land in Costilla Meadows.

Costilla Meadows Land Owners Association recognized the boundaries and the four (4) units that Manchester Trust established in plats which were filed and recorded in the Office of the Taos County Clerk, NM on April 24, 1972. No further subdivision will be permitted.

We recognize the current land owners of Costilla Meadows bought property from Manchester Trust, or other individuals, and that all the tracts sold to date were sold subject to the protective covenants, conditions, reservations, and restrictions which were filed with the Office of the Taos County Clerk, NM on October 4, 1972.

The Costilla Meadows Land Owners Association agrees with the declaration in the "Covenants" to establish a plan for the protection, maintenance, development, and improvement of the land. These Covenants are for the benefit of the whole subdivision and shall run with the land.

The purpose of the filing of these new Protective Covenants is to update the existing covenants and to put the Covenants into a simpler, more understandable language.

IT IS HEREBY DECLARED THAT THESE COVENANTS ARE AS FOLLOWS:

1. The land is to be used for residential purposes (with no commercial businesses permitted) which shall be intended to be used for the purpose of housing no more than one family; (i.e. no hotels, motels, or bed and breakfasts, time shares or short term rentals less than one month).

Small home based businesses (cottage industries) will be permitted in Costilla Meadows provided there are no storefront businesses, and minimal traffic associated with the business.

2. Buildings that are erected upon a lot or tract of land must be set back 30 feet from The boundary of the property line at the street, or no closer than 25 feet from the boundary of any other lot. This restriction includes any eaves, steps, porches, or any

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other part of a structure considered as a wall. For a corner lot this applies to the street that the driveway is on.

3. Main residential structures shall be of adequate floor space as to provide a comfortable living area for its occupants. Any outbuildings shall be in keeping with the architecture of the main residence.
4. Mobile homes may be used for permanent homes provided that they comply with the Covenants in all other respects. There shall be, however, no more than two mobile homes on each lot. A full skirting shall be installed around each home within one year.
5. No temporary house trailers, garage or out building can be used as a permanent home. They can be used for construction. Recreational campers can be stored on the property. Owners may camp upon or place a trailer upon a tract for vacation or visiting purposes.
6. Each 10-acre tract shall be allowed to support 2 goats or sheep, 5 cows or horses, and 1 swine. Chickens and other domestic fowl should be fenced. All farm animals shall be contained so as not to be a problem for the other residents. Also care should be taken in the location of said animals with regard to domestic water supplies.
7. All buildings shall have a finished exterior within a reasonable length of time as long as they comply with the building codes.
8. No construction shall be initiated on any structure, including walls, residences, out buildings or other structure without proper permit from the State or County.
9. No sewage disposal system, sanitary system, cesspool or septic tank shall be constructed unless fully approved as to design, capacity and location by all proper public health agencies of the State of New Mexico and/or the County of Taos. No outhouses are permitted.
10. Trash, junked cars or abandoned trailers will not be allowed to remain on the lot. No trash, ashes, garbage or other refuse shall be allowed to remain upon the lot and shall be disposed of at the County collection station.

11. All zoning and other laws, rules and regulations of any government under whose jurisdiction the land lies shall be considered a part of these covenants. The lots will remain the size as on file with Taos County Clerk with no further subdivision.
12. Should the Costilla Meadows Land Owners Association take it upon themselves as a whole unit to enforce these covenants, the Board of Directors of the Costilla Meadows Land Association will first approach the offenders in person to correct the situation in a given amount of time. If this should fail, the law of the land shall prevail.

The original owners of land that was purchased prior to the passing of these covenants will abide by the Protective Covenants that were filed by Manchester Trust with the Office of the Taos County Clerk, NM on October 4, 1972. Any property that the title is changed after the approval of these Covenants will abide by these Revised Covenants.

These Protective Covenants will supersede any previous Covenants filed by Manchester Trust and can only be changed by a majority vote at an annual meeting of the Costilla Meadows Land Owners Association.

These Covenants have been approved by the majority vote of landowners at the Annual Meeting of Costilla Meadows Land Owners Association held June 11, 2000.

COUNTY OF TAOS)
STATE OF NEW MEXICO)

I hereby certify that this instrument was filed
for record on the 8 day of Aug, A.D.
2000 at 1:04 o'clock PM m.
and was duly recorded in book 14-248
page 744-746 of the records of Taos County,

Witness my hand and Seal of Office

Charlotte G. Hall

County Clerk, Taos County, N.M.

Attest:

Deputy

By

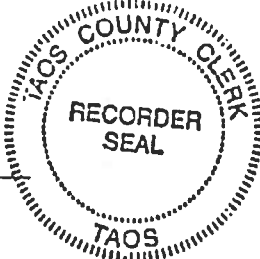
Gail Baker Stone

Gail Baker Stone, Secretary

Costilla Meadows Land Owners Association

By Sandra L. Tieman

Sandra L. Tieman, President



Sandra L. Tieman
Notary Public

My Commission expires
09/13/2003

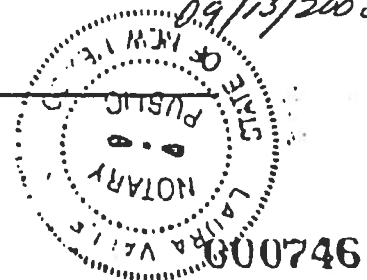


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